

September 20, 2012

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department Central states, Southeast and Southwest Areas Pension Fund 9377 West Higgins Road Rosemont, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

P. O. BOX 52299

Shreveport, Louisiana 71135
(318) 797-5555

Fax: (318) 797-8209

As you know, on or shortly after November 16, 2011, Delta Gulf Corporation notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest withdrawn from the plan at the time. The Company's Notice was served on the Plan with notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement termination our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent of effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated.

For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration.

Sincerely,

William A. Leone

President

Delta Gulf Corporation



Phone: (903) 891-9660 Fax: (903) 891-9665 304 Reynolds Ln. Sherman, TX 75092

September 4, 2012

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department Central States, Southeast and Southwest Areas Pension Fund 9377 West Higgins Road Rosemont, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, Dun Transportation & Stringing, Inc. ("Company") notified you that the Company's obligation to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at the time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of it's members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal for the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration.

Sincerely,

Mike Nunnenkamp Vice President & CFO

Ce: J. Patrick Tielbotg, Esq. James P. Condon, Esq. Lawrence D. Levien, Esq.

HENKELS & MCCOY



Henkels & McCoy, Inc. 2840 Ficus Street Pomona, CA 91766-6501 909-517-3011 • Fax 909-517-3999

September 18, 2012

VIA FEDERAL EXPRESS WITH SIGNATURE REQUIRED

Contracts Department Central States, Southeast and Southwest Areas Pension Fund 9377 West Higgins Road Rosemont, Illinois 60018-4938

Re: Second Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on November 16, 2011, Henkels & McCoy, Inc. ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased as of November 15, 2011, and that the Company thus had completely withdrawn from the Plan at that time. The Company's November 16, 2011 Notice was served on the Plan with a second notice from the Pipe Line Contractors Association ("PLCA") informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's November 16, 2011 date of withdrawal.

The purpose of this letter is to inform you that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

HENKEL5 & MCCOY

Thank you for your consideration.

Sincerely,

HENKELS & MCCOY, INC.

James M. Dillahunty Senior Vice President

Cc: J. Patrick Tielborg, Esq. James P. Condon, Esq. Lawrence D. Levien, Esq.



LANEY, INC. "Over 30 years in the Pipeline Industry"

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department Central States, Southeast and Southwest Areas Pension Fund 9377 West Higgins Road Rosemont, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, Laney Inc. ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration.

Sincerely,

#203128050

cc: J. Patrick Tielborg, Esq. James P. Condon, Esq.

Lawrence D. Levien, Esq.



LANEY DIRECTIONAL DRILLING CO.

"There is no substitute for experience"

September 1, 2012

VIA CERTIFIED MAIL WITH RETURN

RECEIPT Contracts Department Central States, Southeast and Southwest Areas Pension Fund 9377 West Higgins Road Rosemont, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, Laney Directional Drilling Co. ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every Participation Agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

2031 Humble Place Drive, Humble, Texas 77338 281-540-6615 • www.laneydrilling.com

The information contained herein is Confidential and is intended for the use of the addressee only.



LANEY DIRECTIONAL DRILLING CO.

"There is no substitute for experience"

Thank you for your consideration.

Kum,

President and CEO

Cc: J. Patrick Tielborg, Esq. James P. Condon, Esq. Lawrence D. Levien, Esq.

> 2031 Humble Place Drive, Humble, Texas 77338 281-540-6615 • www.laneydrilling.com

LATEX CONSTRUCTION COMPANY

P.O. BOX 917 • CONYERS, GEORGIA 30012 • PHONE 770 760-0820 • FAX 770 760-0852

J.D. STOTZ, President G.D. WILLIAMS, Vice Pres. A. KIMBROUGH DAWIS, Vice Pres. & Gen. Counsel T.B. ELDER, Secretary-Treasurer

September 18, 2012

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department Central States, Southeast and Southwest Areas Pension Fund 9377 West Higgins Road Rosemont, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, Latex Construction Company ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm to the Plan that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead



merely confirms the action the company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing, your office official notification that our obligation to contribute to the Plan terminated November 15, 2011 and remains terminated. For the avoidance of doubt, both this notice and our prior notices terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration.

US2008 3867173 t



200 Chace Road - Freetown - Massachusetts - 02717
Phone (508) 763-9737 - Fax (508) 763-8682
E-mail: info@letcorp.com
Website: www.letcorp.com

VIA CERTIFIED MAIL WITH RETURN RECEIPT

September 6, 2012

Contracts Department Central States, Southeast and Southwest Areas Pension Fund 9377 West Higgins Road Rosemont, Illinois 60018-4938

RE: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam,

As you know, on or shortly after November 16, 2011, Letourneau Products Mfg. Corp. ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and

remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from the PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration-

Mark A. Letourneau

President

cc: File

J. Patrick Tielborg, Esq. James P. Condon, Esq.

Lawrence D. Levin, Esq.



DRIVING INNOVATION. TRANSFORMING CONSTRUCTION.

August 31, 2012

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department Central States, Southeast and Southwest Areas Pension Fund 9377 West Higgins Road Rosemont, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011 Michels Corporation ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast, and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further now, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent of effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every Participation Agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration.

//

Brian P. Johnson

Executive Vice President

Cc:

J. Patrick Tielborg, Esq. James P. Condon, Esq. Lawrence D. Levien, Esq.

PO Box 128 | 817 West Main St. | Brownsville, WI 53006 | 920.583.3132 | fox 920.583.3429 | www.michels.us

Case: 1:12-cv-04144 Document #: 149-12 Filed: 01/11/13 Page 15 of 44 PageID #:2112

Midwestern Contractors

A Division of Electric Conduit Construction Company

September 10, 2012

VIA CERTFIED MAIL WITH RETURN RECEIPTS

Contracts Department Central States, Southeast and Southwest Areas Pension Fund 9377 West Higgins Road Rosemont, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, Midwestern Contractors (Company) notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration,

mety & Bell

Sincerely,

#203128050

Cc: J. Patrick Tielborg, Esq. James P. Condon, Esq. Lawrence D. Levien, Esq.

> 245 W. Roosevelt Rd., Bldg. 15, Suite 139, West Chicago, IL 60185 Phone: 630-668-3420 FAX: 630-668-3524



Midwest Underground, Inc.

Via Certified Mail - Return Receipt Requested

August 23, 2012

Contracts Department Central States, Southeast and Southwest Areas Pension Fund 9377 West Higgins Road Rosemount, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, Midwest Underground, Inc. ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November, 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every Participation Agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference. Thank you for your consideration.

Sincerely,

cc:

Larry Ernst, President

J. Patrick Tielborg, Esq. - James P. Condon, Esq. - Lawrence D. Levien, Esq.



Miller Pipeline

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department Central States, Southeast and Southwest Areas Pension Fund 9377 West Higgins Road Rosemont, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, Miller Pipeline ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments. the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration.

Sincerely.

#203128050

J. Patrick Tielborg, Esq.
 James P. Condon, Esq.
 Lawrence D. Levien, Esq.

Pipeline and Station Contractors

August 31, 2012

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department Central States, Southeast and Southwest Areas Pension Fund 9377 West Higgins Road Rosemont, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, Minnesota Limited, LLC ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.





Thank you for your consideration.

Sincerely,

Christopher T. Leines, President and COO

#203128050

cc: J. Patrick Tielborg, Esq.

James P. Condon, Esq. Lawrence D. Levien, Esq.







September 5, 2012

Contracts Department Central States, Southeast and Southwest Areas Pension Fund 9377 West Higgins Road Rosemont, IL 60018-4938

RE: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam,

As you know, on or shortly after November 16, 2011, Northern Clearing Inc. ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Plpe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.



Thank you for your consideration.

Sincerely,

Richard M. Vernon

President

RMV/lab

Cc: J. Patrick Tielborg, Esq. James P. Condon, Esq. Lawrence D. Levien, Esq.



Oz Directional Drilling

38220 N 103Rd Place Scottsdale, Arizona 85262 Phone: 480-306-6570 Fax: 480-306-6504

August 31, 2012

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department Central States, Southeast and Southwest Areas Pension Fund 9377 West Higgins Road Rosemont, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, Oz Directional Drilling, Inc (Company) notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan (Plan) had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's notice was served on the Plan with a notice from the Pipeline Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration,

Dwayne Osadchuk, President

Cc: J. Patrick Tielborg, Esq. James P. Condon, Esq. Lawrence D. Levien, Esq.



13738 FM 529 Road Houston, Texas 77041

281.452.4204 phone 832.384.1980 fax

pebenusa.com

September 5, 2012

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department Central States, Southeast and Southwest Areas Pension Fund 9377 West Higgins Road Rosemont, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, Pe Ben USA, Inc., ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation

Central States, Southeast and Southwest Areas Pension Fund September 5, 2012 Page Two

agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration.

Sincerely,

Dale Mykyte, CEO PE BEN USA, INC.

#203128050

Cc: J. Patrick Tielborg, Esq. James P. Condon, Esq.

Lawrence D. Levien, Esq.

Pipe Line Constructors, LLC

Ph: 318-397-3655

101 Spurgeon Road, West Monroe, LA 71291

Fax: 318-397-3656

August 31, 2012

Contracts Department Central States, Southeast and Southwest Areas Pension Fund 9377 West Higgins Road Rosemont, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, Pipe Line Constructors ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration.

Sincerely,

#20312805G

CC;

J. Patrick Tielborg, Esq. James P. Condon, Esq. Lawrence

D. Levien, Esq.



September 12, 2012

Precision Pipeline, LLC 3314 56th Street Eau Claire, WI 54703 (715) 874-4510 Fax (715) 874-4511 www.precisionpipelinellc.com

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department Central States, Southeast and Southwest Areas Pension Fund 9377 West Higgins Road Rosemont, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on November 16, 2011, MasTec, Inc. ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased as of November 15, 2011, and that the Company thus had completely withdrawn from the Plan at that time. The Company's November 16, 2011 Notice was served on the Plan with a second notice from the Pipe Line Contractors Association ("PLCA") informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's November 16, 2011 date of withdrawal.

The purpose of this letter is to inform you that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration.

Sincerely,

M. Dami Maryly

Cc: J. Patrick Tielborg, Esq.

James P. Condon, Esq. Lawrence D. Levien, Esq.



September 18, 2012

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department Central States, Southeast and Southwest Areas Pension Fund 9377 West Higgins Road Rosemont, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, [Employer] ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration.

Sincerely,

PRICE GREGORY INTERNATIONAL, INC.

Ronnie F. Wise

Chief Operating Officer

#203128050

cc: J. Patrick Tielborg, Esq. James P. Condon, Esq.

Lawrence D. Levien, Esq.





Trench Breakers and Pipe Pads

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department Central States, Southeast and Southwest Areas Pension Fund 9377 West Higgins Road Rosemont, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, ProFoam, LLC ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at the time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractor's Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

ProFoam, LLC, 1868 Forsythe Avenue #341, Monroe, Louisiana 71201 Phone: (318) 982-0290 Fax: (318) 982-0292 Case: 1:12-cv-04144 Document #: 149-12 Filed: 01/11/13 Page 33 of 44 PageID #:2130

Thank you for your consideration.

Sincerely,

Connie Smith, Managing Member

#203128050

cc:

J. Patrick Tielborg, Esq. James P. Condon, Esq. Lawrence D. Levin, Esq.



SENT VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED

August 31, 2012

Contracts Department Central States, Southeast and Southwest Areas Pension Fund 9377 West Higgins Road Rosemont, IL 60018-4938

RE: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, Q3 Contracting, Inc. ("Company"), notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently cease, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice



terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration.

Sincerely,

Q3 CONTRACTING, INC.

Jay P. Osborn President

JPO/mrm

Enclosure

CC:

J. Patrick Tielborg, Esq. James P. Condon, Esq. Lawrence D. Levien, Esq.

Right-of Way Clearing & Maintenance, Inc.

700 Pellis Road, P. O. Box 638, Greensburg, PA 15601 Phone (724) 836-2730, Fax (724) 836-7692 rowc@comast.net

September 4, 2012

Contracts Department Central States, Southeast and Southwest Areas Pension Fund 9377 West Higgins Road Rosemont, Illinois 60018-4938

Re: Supplemental NOtice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, Right-of-Way Clearing and Maintenance, Inc., ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by

Contracts Department
Page 2
Supplemental Notice of Termination of
Obilgation to Contribute

the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from OLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration.

Sincerely,

Peter M. Billey

President

cc: J. Patrick Tielborg, Esq.
James P. Condon, Esq.
Lawrence d. LEvien, Esq.

Case: 1:12-cv-04144 Document #: 149-12 Filed: 01/11/13 Page 38 of 44 PageID #:2135



September 5, 2012

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department Central States, Southeast and Southwest Areas Pension Fund 9377 West Higgins Road Rosemont, IL 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, R.L. Coolsaet Construction Company ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November, 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice

Contracts Department September 5, 2012 Page 2

terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thanks you for your consideration.

Sincerely,

effrey A. Coolsaet

President

Enclosure

cc: J. Patrick Tielborg, Esq. James P. Condom, Esq Lawrence D. Levin, Esq.



Rockford Corporation 22845 NW Bennett St., Ste. 150 Hillsboro, OR 97124

September 5, 2012

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department
Central States, Southeast and Southwest Areas Pension-Fund
9377 West Higgins Road
Rosemont, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, Rockford Corporation ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration.

Frank O Welch

Sincerely,

Frank O. Welch

#203128050

CC:

J. Patrick Tielborg, Esq. James P. Condon, Esq. Lawrence D. Levien, Esq. Case: 1:12-cv-04144 Document #: 149-12 Filed: 01/11/13 Page 41 of 44 PageID #:2138



912 S. MAIN • PO BOX 490 • CARROLLTON, MO 64633 OFFICE: 660-542-2500 • FAX: 660-542-2550

WWW.RODENBERGDIVERSIFIED.COM

August 16, 2012

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department Central States, Southeast and Southwest Areas Pension Fund 9377 West Higgins Road Rosemont, Illinois 60018-4938

RE: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, Rodenberg Diversified, LLC ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plane, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Case: 1:12-cv-04144 Document #: 149-12 Filed: 01/11/13 Page 42 of 44 PageID #:2139



912 S. Main • PO Box 490 • Carrollton, MO 64633 Office: 660-542-2500 • Fax: 660-542-2550

WWW.RODENBERGDIVERSIFIED.COM

Thank you for your consideration.

Sincerely,

Charles A Rodenberg, Jr.

President

#203128050

Cc:

J. Patrick Tielborg, Esq. James P. Condon, Esq. Lawrence D. Levien, Esq.



August 31, 2012

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department Central States Southeast and Southwest Areas Pension Fund 9377 West Higgins Road Rosemont, Illinois 60018-4938

RE: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, Schmid Pipeline Construction, Inc. ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. Although these Notices regarding the effective date of the Company's withdrawal from the Plan fully complied with the Plan's governing instruments, the Plan has asserted several objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm your knowledge that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in the effort to avoid another argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and material attached thereto, are incorporated into this letter by reference.

Central States Southeast and Southwest Areas Pension Fund Page 2 August 31, 2012

Thank you for your consideration.

Sincerely,

SCHMID PIPELINE CONSTRUCTION, INC.

Kim M. Smith V.P./Controller

Enclosures

cc:

Dan Langston (BCM) Joel Iakiri (BCM) Josh Purrenhage (SPCI) J. Patrick Tielborg (PLCA)